

THIS CONTRACT made and entered into this 18th day of April, 1980 between GRAY'S ESTATE administrator of the estate of NINA M. COOVERT, deceased; hereinafter called the "seller" and GARY OSTENSON and DANA OSTENSON, husband and wife, hereinafter called the "purchaser."

WITNESSE: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the easements, in Skamania County, State of Washington:

SUBJECT TO: 1. Any question that may arise due to the shifting or change in the course of the Washougal River, or due to said River having changed its course. 2. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed of the Washougal River.

The terms and conditions of this contract are as follows: The purchase price is FORTY THOUSAND AND NO/100 \$40,000.00 Dollars, of which FIVE THOUSAND AND NO/100 \$5,000.00 Dollars have been paid, the receipt whereof is hereto acknowledged, and the balance of said purchase price shall be paid as follows: TWO HUNDRED EIGHTY AND NO/100 \$280.00 Dollars, on or before the 22nd day of May, 1980, and FIVE THOUSAND AND NO/100 \$5,000.00 Dollars,

or more at purchaser's option, on or before the 22nd day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 9.5 per cent per annum from the 22nd day of April, 1980, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made in Escrow Collection of Seller's choice or at such other place as the seller may direct in writing.

Notwithstanding the aforementioned payment terms of this Contract, the Purchaser agrees to pay in full, the entire remaining principal balance, together with any accrued interest owing Seller, on or before April 1, 1985.

NO. 223410 TRANSACTION EXCISE TAX APR 23 1980 Amount Paid \$2,000.00

As referred to in this contract, "date of closing" shall be date of recordation Skamania County Treasurer

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss, or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his agent shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained hereon or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price hereon unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the reimbursement or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expenses of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing a purchaser's policy of title insurance in standard form, or a commitment herefor, issued by SAFFCO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- a. Eminent domain exceptions appearing in said policy form;
b. Any liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject to; and
c. Any mortgage contract or contracts under which a seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph shall be deemed defects in seller's title.

(6) If said real estate and real estate is subject to an existing contract or contracts under which a seller is purchasing said real estate, or any other obligation which seller is to pay, seller agrees to make such payments to be recorded as with the county clerk, and upon default, the purchaser shall have the right to make any contract, sale, lease or other agreement, and any payments to be made shall be applied to the benefit of the seller under this contract.

Transaction recorded in County of Skamania, Washington, on April 23, 1980.



... per cent. per annum from the day of which interest shall be deducted from each installment payment and the balance of cash payment applied in reduction of principal.

All payments to be made hereunder shall be made to Escrow Collection of Seller's choice or at such other place as the seller may direct in writing.

Notwithstanding the aforementioned payment terms of this Contract, the Purchaser agrees to pay in full, the entire remaining principal balance, together with any accrued interest owing Seller, on or before April 1, 1980.

No. 7470  
TRANSACTION EXCISE TAX

APR 23 1980

Amount Paid: \$2,000.00

Skamania County Treasurer

As referred to in this contract, "date of closing" shall be date of recordation.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, at the interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor its assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvement or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller or applied in payment on the purchase price hereon unless the seller elects to allow the purchaser to pay all or a portion of such condemnation award to the rebuilding or reconstruction of any improved lands damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance, less the amount of any improvements of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless the purchaser elects that said proceeds shall be paid to the seller for application on the purchase price hereon.

(5) The seller hereunder, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by SAPECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- a. Easements and exceptions appearing in seller's policy form.
- b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject to.

Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof and upon default, the purchaser shall have the right to make any payments necessary to release the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

Request for compliance with County Sub-Standard Enforcement

LOT 14 OF WASHOUGAL RIVERSIDE TRACTS ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN BOOK 11A<sup>th</sup> OF PLATS AT PAGE 80, RECORDS OF SKAMANIA COUNTY, WASHINGTON;

EXCEPT THAT PORTION OF LOT 14 MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 14; THENCE SOUTH 43° 15' WEST 207.8 FEET ALONG THE NORTHWEST SIDE OF SAID LOT TO THE INITIAL POINT OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 43° 15' WEST 48.2 FEET TO THE WESTERLY CORNER OF SAID LOT, BEING THE NORTHERLY CORNER OF LOT 13 OF SAID WASHOUGAL RIVERSIDE TRACTS; THENCE SOUTH 46° 45' EAST ALONG THE NORTHERLY LINE OF SAID LOT 13 210 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 13; THENCE NORTH 16° 00' EAST 75 FEET ALONG THE EASTERLY LINE OF SAID LOT 14 TO A POINT; THENCE NORTHWESTERLY 174 FEET, MORE OR LESS TO THE INITIAL POINT OF THE TRACT HEREIN DESCRIBED.

STATE OF WASHINGTON

County of Clark

On this day personally appeared before me Gladys B. Parker,  
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that  
she is the person as her free and voluntary act and deed,  
for the purposes and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of April, 1980

Christine A. Quinn  
Notary Public in and for the State of Washington

residing at Brasel Prairie



SAFECO TITLE INSURANCE COMPANY

SAFECO

Filed for Record at Request of & Please return to:

NAME GLADYS B. PARKER  
ADDRESS M.P. 0.08L Laurel Lane  
CITY AND STATE Washougal, WA 98671

REGISTERED	<u>4</u>
INDEXED	<u>212</u>
FILED	<u>212</u>
RECORDED	<u>212</u>
DATE	<u>APR 1 1980</u>
OFFICE	<u>CLACK</u>

THIS SPACE IS RESERVED FOR RECORDER'S USE

COUNTY OF CLACK

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT

FILED

ON APR 1 1980

AT CLACK

WAS RECORDED IN BOOK 28

ON APR 1 1980

RECORDS OF CLACK COUNTY, WASH.

J. J. Todd  
Recorder

STATE OF WASHINGTON,

County of Clark

ss.



SAFECO

On this day personally appeared before me GARY HENSON and DANA OSTENSON

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of April, 1980

Ray M. ...  
Notary Public in and for the State of Washington, residing at Vancouver